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WASHINGTON, D.C. 20006-4103
202-296-8600

May 1, 1997

RECORDATION NO. 20666

FILED

VIA OVERNIGHT COURIER

Mr. Vernon A. Williams

Secretary

Office of the Secretary

The Surface Transportation Board

1925 K Street, N.W.

Washington, D.C. 20423

MAY 2 '97

10-56 AM

Attention: Janice Fort, Room 704

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 48 U.S.C. Section 11301(a) are two original executed copies and two photostatic copies of a Memorandum of Lease Agreement, dated as of March 25, 1997 (the "Memorandum of Lease"), between Citicorp Railmark, Inc. ("Lessor") and Arkansas Louisiana and Mississippi Railroad Company ("Lessee"), which Memorandum of Lease is a primary document as defined in the Commission's Rules for the Recordation of Documents. The Memorandum of Lease relates to that certain Railcar Full Service Lease, dated as of October 15, 1989 (the "Lease") and Rider 2 to the Lease, dated as of October 1, 1993, between Lessor and Amador Central Railroad Company.

The names and addresses of the parties to the enclosed Memorandum of Lease are:

Lessor: Citicorp Railmark, Inc.
450 Mamaroneck Avenue
Harrison, New York 10528

Lessee: Arkansas Louisiana and Mississippi
Railroad Company
P.O. Box 757
Crossett, Arkansas 71635

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SURFACE TRANSPORTATION
BOARD

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Mr. Vernon A. Williams
May 1, 1997
Page 2

A description of the railroad equipment covered by the enclosed document is set forth in the Memorandum of Lease.

Also enclosed is a check in the amount of \$24.00 payable to the order of The Surface Transportation Board covering the required recordation fee.

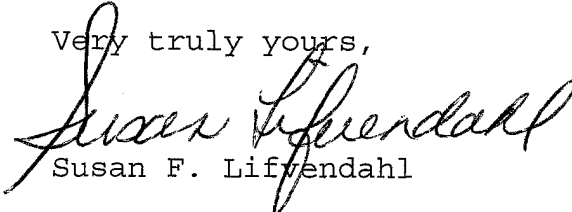
Kindly return one stamped original copy, the two stamped photostatic copies of the enclosed document and the stamped photostatic copy of this letter to Susan F. Lifvendahl at Ross & Hardies, 150 North Michigan Avenue, Suite 3100, Chicago, Illinois 60601.

Following is a short summary of the enclosed document:

Document to be Recorded

Memorandum of Lease Agreement, dated as of March 25, 1997 between Citicorp Railmark, Inc., as Lessor, and Arkansas Louisiana Mississippi Railroad Company, as Lessee, covering 68 XM boxcars.

Very truly yours,



Susan F. Lifvendahl

SFL/jma
w/encl.

cc: Robert W. Kleinman
Susan G. Lichtenfeld

MAY 2 '97

10-56 AM

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement is made and entered into as of March 25, 1997, by and between Citicorp Railmark, Inc. (hereinafter referred to as "Lessor") and Arkansas Louisiana and Mississippi Railroad Company (hereinafter referred to as "Lessee"), respecting that certain Railcar Full Service Leasing Agreement dated as of October 15, 1989 (the "Full Service Lease") between Lessor and Amador Central Railroad Company ("ACR") and Rider 2 thereto dated October 1, 1993 between Lessor and ACR. Under that certain Assignment and Assumption Agreement between Lessor, Lessee, ACR and Georgia-Pacific Corporation dated as of March 17, 1997 (the "Assignment Agreement"), ACR assigned to Lessee and Lessee assumed all of ACR's right, title, interest, liabilities and obligations under the Lease with respect to the periods after March 17, 1997 ("Rider 2", the Full Service Lease and Rider 2 are collectively referred to as the "Lease").

Pursuant to the provisions of the Lease, Lessor and Lessee hereby acknowledge and affirm that:

1. For good and valuable consideration, Lessor is leasing to Lessee and Lessee is leasing from Lessor the boxcars described on Schedule A hereto (the "Railcars"). The Railcars bear the railroad reporting marks set forth on Schedule A hereto.

2. The term of the Lease for the Railcars terminates on November 30, 1999, provided that the Lease may be sooner terminated as provided therein.

3. Lessor and Lessee further acknowledge and affirm that this Memorandum of Lease Agreement is not a summary of the Lease nor a complete recitation of the terms and provisions thereof. Accordingly, Lessor and Lessee hereby agree that in the event of a conflict between this Memorandum of Lease Agreement and the provisions of the Lease, the provisions of the Lease shall control.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Memorandum of Lease Agreement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written and each of the undersigned signatories declares pursuant to 28 U.S.C. § 1746 under penalty of perjury under the laws of the United States of America that the foregoing is a true

and correct document and was executed and delivered as of the date first above written.

CITICORP RAILMARK, INC.

By: Vassos Kyriakou
Name: VASSOS KYRIAKOU
Title: VICE PRESIDENT

ARKANSAS LOUISIANA AND
MISSISSIPPI RAILROAD COMPANY

By: S.R. Tedder
Name: S.R. Tedder
Title: President

STATE OF NEW YORK)

COUNTY OF WESTCHESTER)

On this 26TH day of March, 1997, before me personally appeared VASSOS KYPRIANOU, to me personally known who, being by me duly sworn, says that he is VICE PRESIDENT of CITICORP RAILMARK, INC., that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledge that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notary Seal]

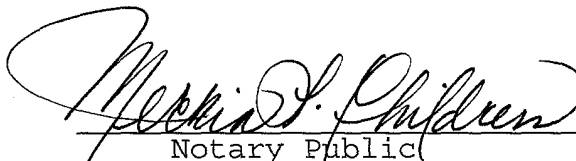
My Commission Expires

ROBERT R. GOLDBERG
Notary Public, State of New York
No. 4690571
Qualified in Westchester County
Commission Expires November 30, 1997

STATE OF Arkansas)

COUNTY OF Ashley)

On this 2nd day of April, 1997, before me personally appeared J. R. Childress, to me personally known who, being by me duly sworn, says that he is President of ARKANSAS LOUISIANA AND MISSISSIPPI RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledge that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notary Seal]

My Commission Expires 6-14-2002

MERKIA L. CHILDRESS
Notary Public
ASHLEY COUNTY, AR

SCHEDULE A

68 XM BOXCARS

AMC 1001 - 1075, excluding AMC 1024, 1031, 1036, 1042,
1055, 1066 and 1073